
GRANT NUMBER E1510-SL

Financing Agreement

(Regional Emergency Solar Power Intervention Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E1510-SL

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifty eight million and five hundred thousand Special Drawing Rights (SDR 58,500,000) ("Financing"), to assist in financing Parts I.B, III.A and IV.B and C of the project described in Schedule 1 to this Agreement ("Project")
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are February 15 and August 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts I.B, III.A and IV.B and C of the Project and cause Parts I.B, III.A and IV.B and C of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consists of the following:
- (a) A Subsidiary Agreement, in form and substance satisfactory to the Association, has been entered into between the Recipient and the Project Implementing Entity.
 - (b) The Recipient has nominated its representative(s) within the RTC.
 - (c) RCU has been established in Liberia, in form and with functions, organization and staffing satisfactory to the Association, including a project coordinator; and the RCU has recruited the Panel of Experts ("PoE") with terms of reference and qualifications satisfactory to the Association; and
 - (d) The Recipient, through the Project Implementing Entity, and the RCU have entered into the Service Agreement, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the minister in charge of finance or successor thereof.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient's address is:
Ministry of Finance
Treasury Building, George Street
Freetown, Sierra Leone; and
 - (b) the Recipient's Electronic Address is:
E-mail: minister@mof.gov.sl
- 5.03. For purposes of Section 11.01 of the General Conditions:
- (a) the Association's address is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433

United States of America; and

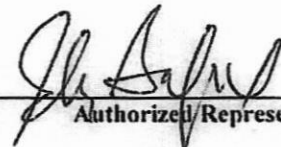
(b) the Association's Electronic Address is:

Telex: 248423 (MCI) Facsimile: (+1) 202 477 6391

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

By



Authorized Representative

Name: SHEKU AHMED FANTAMADI BANGURA

Title: MINISTER OF FINANCE

Date: 31/01/2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: BOUTHEINA GUERHAZI

Title: DIRECTOR OF REGIONAL INTEGRATION

Date: 31 January 2023

SCHEDULE 1

Project Description

The objective of the Project is to rapidly increase grid-connected renewable energy capacity and strengthen regional integration in participating countries.

The Project consists of the following parts:

Part I - Construction of Solar PV, BESS and Grid Connection

- A. **Liberia:** support to the construction of a 20MWp solar PV power plant and associated works, (including construction of transmission lines for connection to the grid at Mount Coffee Island, including through contracts for the design, supply and installation ("DSI") and operation and maintenance ("O&M") for one (1) to three (3) years of operation.
- B. **Sierra Leone:** support to: (i) the expansion of a solar PV plant at Newton, through additional generation capacity of 39MWp, with 15MWh of battery storage and addition of 7MWh battery storage to the existing 6MWp solar PV plant, including contracts for the DSI and O&M for the first three (3) years of operation; and (ii) construction of 13 MWp solar PV plant in the Lungi airport area with 6MWh storage, as well of a 11kV connection to the existing 11kV substation, including contracts for the DSI and O&M for the first three (3) years of operation.
- C. **Chad:** support to the construction of a solar PV plant at Gassi, with generation capacity of 35MWp/30MWac; approximately 60MWh of storage capacity near the existing Gassi substation; and connection to the N'Djamena grid, including contracts for DSI and O&M for one (1) to three (3) years of operation.
- D. **Togo:** support to the construction of a solar PV plant at Dapaong, with generation capacity of 25MWp and storage capacity of approximately 40MWh; with construction of approximately 10 kilometers electrical lines, and possible upgrades at the nearest substations, including contracts for DSI and O&M for the first three (3) to four (4) years of operation.

Part II - Expansion of Mt. Coffee Hydro Power Plant in Liberia and Dam Safety Enhancement

- A. Support to the expansion of the Mount Coffee Hydro Power Plant by adding an additional capacity of 41 MW, including supply and installation of two turbines, each having a maximum capacity of 20.5 MW, and associated civil works, including expansion of the powerhouse, construction of two penstocks, erection bay and extension of tailrace channel, as well as technical solutions to increase the generation efficiency of the power plant.

- B. Support to the update and implementation of the Dam Safety Management Program comprising of three plans: (i) instrumentation (monitoring) plan with repair of damaged instruments and installation of new instruments to monitor the dam behavior and performance in a satisfactory manner; (ii) operation and maintenance plan with extraordinary maintenance of the hydromechanical equipment of the spillway, and capacity building; and (iii) preparation and implementation of a full-fledged Emergency Preparedness Plan, as well as to the development of a mechanism to mobilize required financing for the long term implementation of the Dam Safety Management Program, including regular inspection and maintenance activities, and periodic detailed dam safety inspections and reviews by an independent dam safety specialist.

Part III - Distribution Expansion and Transmission Optimization

- A. **Sierra Leone:** support to the supply and installation of voltage regulation equipment at the 161/11kV substation of Freetown so as to increase the evacuation capacity of the 161 kV transmission line, and support to the supply and installation of 33 kV and 11 kV distribution lines to optimize the integration of the Newton and Lungi solar parks.
- B. **Togo:** support to the extension and densification of the distribution grid with climate resilient grid infrastructure, including construction of medium and low voltage lines, transformer stations, public lighting and household connections.

Part IV - Regional Coordination, Institutional Strengthening, and Implementation Support

- A. Support to technical assistance, as well as Training and Operating Costs for regional integration, through: (i) finalization and operationalization of the legal, regulatory and technical frameworks to enable efficient regional trade between WAPP countries including for the CLSG Interconnection and the North Core Interconnection; (ii) technical integration of the WAPP network by improving the synchronous operation and reliability of interconnectors; (iii) preparation of priority regional projects as per the WAPP Master Plan 2018, including preparatory studies for the solar PV project on Mount Coffee Island and the Mount Coffee hydropower plant, the Saint Paul 2 hydro power plant, the WAPP Ghana-Burkina-Mali interconnection and the WAPP Median interconnection; and (iv) strengthening of the institutional and technical capacity of the WAPP secretariat to undertake its regional mandate.
- B. Support to project coordination and implementation, including through the establishment and operation of the RTC and RCU and conclusion of the Service Agreement, as well as technical assistance, Training and Operating Costs.

- C. Support to technical assistance and institutional strengthening, Operating Cost and Training to national PIUs for the purpose of Project implementation, procurement of supervisory engineer and preparation of any environmental and social instruments that might be required as well as provision of adequate staff.
- D. Support to technical assistance for the establishment, capacity building and operations of a river basin management agency in Liberia, which will be responsible for managing entire cascade of hydro projects including watershed and biodiversity management, and preparation of a new hydropower project in Liberia, including through Operating Costs and Training.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. **Respite Memorandum of Understanding.** The Recipient has entered into a Memorandum of Understanding ("MoU") with the Parties, setting forth a series of institutional and implementation arrangements for the Project. The Recipient shall maintain active participation in the institutions set forth in the MoU, collaborate with the Parties and cause the Recipient's institutions involved in Project implementation to implement the provisions of the MoU.
2. **Respite Technical Committee.** As per the MoU, a Respite Technical Committee ("RTC") will be established, composed of one or two representatives from each Party. The role of the RTC is to provide overall guidance on Project implementation, as regards governance, strategic direction and oversight, high-level risk management, monitoring and facilitation of effective working relationships among the Parties. It will also serve as a platform for knowledge sharing between the Parties. The Chairman of the RTC will be chosen on a rotation basis (every six [6] months) from Chad, Liberia, Togo and Sierra Leone. The RTC will meet periodically, and at least biannually, and the ROM, as set forth below, will provide additional details on its operation and interaction with other institutions involved in Project implementation.
3. **Respite Coordination Unit.** RCU will be established and maintained throughout the Project, in form and with functions satisfactory to the Association. The RCU will be responsible for implementing Part IV.B of the Project. As per the MoU, the RCU will be composed of a Project coordinator, a procurement specialist, a financial management specialist, a social and environment specialist and support staff, all with qualifications and attributions satisfactory to the Association. The RCU will be responsible for: (i) overall procurement for Parts I, II.A and IV.B of the Project and Project oversight and coordination; (ii) contract management for the Panel of Experts, as set forth below; (iii) overall supervision of Project activities, monitoring and evaluation, reporting to Association and coordination with the other institutions involved in implementation at the regional or country level; (iv) coordinating compliance with national PIUs for environmental and social requirements; and (v) ensuring knowledge transfer and capacity building to all Project Implementation Units ("PIUs") through the recruitment and management of a PoE, as detailed below. The ROM, as set forth below, will provide additional details on its operation and interaction with other institutions involved in Project implementation.

4. **Service Agreement:** The Recipient, through EDSA PIU, shall: (i) prior to the Effective Date, enter into a service agreement (the "Service Agreement") with RCU, in form and substance satisfactory to the Association, setting forth, at least, the duties assigned to RCU, in particular on procurement, as well as detailed mechanisms for the operational interaction between EDSA PIU and RCU; and (ii) thereafter, maintain the Service Agreement throughout the life of the Project and duly comply with its provisions, and not amend the same, unless as agreed with the Association.
5. **Panel of Experts, Hands-on Extended Implementation Support.** In order to facilitate and expedite procurement, and to mutualize resources to address challenges that are common to the Parties, the RCU will recruit and maintain throughout the implementation of the Project a PoE, with composition, functions and rules of operation satisfactory to the Association. The PoE will consist of: one international procurement expert (head of the PoE); two international experts (one for solar, one for transmission and distribution) and one support staff. The Parties will also each nominate at least one senior procurement specialist and up to two other technical experts (for solar and transmission and distribution) for participating in the procurement process. The PoE will be responsible for preparing bidding documents, initiating the bidding process, carrying out evaluations and making recommendations to the relevant PIUs for contracting the infrastructure works in their countries. In addition, support will be extended to the PoE and, as needed, to the PIUs through Hands-on Extended Implementation Support ("HEIS"), which will consist of one or several experts financed by the Association. Detailed duties and operational arrangements for the PoE, HEIS and overall management of procurement are set forth in the ROM.
6. **Part IV.A of the Project.** Part IV.A of the Project will be implemented by WAPP, through the WAPP General Secretariat. WAPP shall maintain the General Secretariat adequately provided with financial resources and staffed throughout Project implementation with professional hired under terms of reference and with qualifications and experience satisfactory to the Association. In addition, WAPP shall implement Part IV.A of the Project in accordance with the provisions of the WAPP Project Implementation Manual, and shall at all time maintain such manual in form and substance satisfactory to the Association.
7. **Respite Operational Manual.** The Recipient shall adopt the ROM in form and substance satisfactory to the Association, which manual shall set forth, *inter alia*: (i) roles and responsibilities of the RCT, RCU, PoE, and PIUs in the implementation of the Project; (ii) detailed guidelines and procedures for the implementation of the Project, including administration and coordination, monitoring and evaluation, procurement and contract management, environmental and social risks mitigation measures (ancillary to those of the ESCP), fraud and corruption mitigation measures, the administrative structure and procedures of the Project grievance mechanism; (iii) any financial management requirements,

including detailed arrangements and procedures for financial approvals hierarchies and segregation of duties; management of bank accounts and payment processes; management and accounting of assets, and preparation of internal audits and annual Financial Statements, including the terms of reference for the external auditor; (iv) procedures for the preparation and approval of the Annual Work Plans & Budgets, as set forth below; (v) specific arrangements for the purpose of reporting, monitoring and evaluation (including the Project's results framework and indicators); and (vi) such other arrangements and procedures as shall be required for the effective implementation of the Project. The Recipient will implement the Project pursuant to the ROM, in a manner and substance satisfactory to the Association, and shall not amend the ROM unless agreed otherwise with the Association.

8. **Country level implementation arrangements.** For the purpose of implementing Parts I.B, III.A and IV.C of the Project, the Recipient shall vest the overall responsibility for Project oversight with the Ministry of Energy ("MoE"). Day-to-day implementation for the project will be assigned to EDSA. The Electricity and Water Regulatory Commission ("EWRC") will also be involved as appropriate, including for the issuance of any authorizations, license, permits, or concessions that may be required as a result, or for the purpose of, implementing Parts I.B, III.A and IV.C of the Project. The Recipient shall ensure that all such legal and regulatory requirements are complied with at all times.
9. **EDSA PIU.** The Recipient will cause the PIE to maintain, throughout the period of implementation of the Project, the EDSA PIU: (i) with staff, in sufficient numbers and with qualifications, and under terms of reference satisfactory to the Association as set forth in the EDSA PIM, including at least, a Project coordinator, a procurement specialist, a financial management specialist, a monitoring and evaluation specialist, a social risk management specialist, an environment specialist, and a gender-based violence specialist; (ii) vested with such powers, financial resources, functions and competencies, satisfactory to the Association and set forth in the EDSA PIM.
10. **EDSA PIM.** The Recipient shall adopt the EDSA PIM for the purpose of implementing Parts I.B, III.A and IV.C of the Project, in form and substance satisfactory to the Association, which manual shall set forth, *inter alia*: (i) roles and responsibilities of the MoE, EDSA and EDSA PIU in the implementation of Parts I.B, III.A and IV.C of the Project; (ii) detailed guidelines and procedures for the implementation of Parts I.B, III.A and IV.C of the Project, including administration and coordination, monitoring and evaluation, procurement and contract management, environmental and social risks mitigation measures (ancillary to those of the ESCP), fraud and corruption mitigation measures, the administrative structure and procedures of the Project grievance redress mechanism; (iii) any financial management requirements, including detailed information on disbursement and financial management arrangement and

procedures for financial approvals hierarchies and segregation of duties; management of bank accounts and payment processes; management and accounting of assets, and preparation of unaudited interim financial reports and annual Financial Statements, including the terms of reference for the external auditor; (iv) procedures for the preparation and approval of the Annual Work Plans & Budgets, as defined below; (v) specific arrangements for the purpose of reporting, monitoring and evaluation (including the Project's results framework and indicators); and (vi) such other arrangements and procedures as shall be required for the effective implementation of Parts I.B, III.A and IV.C of the Project. The Recipient will implement the Project pursuant to the EDSA PIM, in a manner and substance satisfactory to the Association, and shall not amend the EDSA PIM unless otherwise agreed with the Association.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity's Respective Activities, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Category (1) to (3) of the table set forth in Section III.A of this Schedule available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Annual Work Plans & Budgets

The Recipient, through EDSA PIU, shall:

- (a) prepare on an annual basis, by no later than November 30 of each year, commencing on January 31, 2023, an annual plan of activities under Parts I.B, III.A and IV.C of the Project and ancillary budget and source of funding proposed for the next following Fiscal Year of Project implementation (the "Annual Work Plan & Budget"), which plan and budget shall be of such scope and detail as set forth in the ROM and EDSA PIM and/or as the Association shall reasonably request;
- (b) submit each such Annual Work Plan & Budget to the RCU, which will subsequently submit a consolidated Annual Work Plan & Budget covering all components of the Projects to the Association for its review and comments; and

- (c) thereafter, ensure that Parts I.B, III.A and IV.C of the Project is carried out in accordance with the Annual Work Plans & Budgets as agreed with the Association.

D. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner satisfactory to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner satisfactory to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance satisfactory to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner satisfactory to the Association.
 - 6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to:
 - (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and
 - (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish the RCU, for subsequent submission to the Association, each Project Report not later than forty five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed inclusive of Taxes
(1) Works, goods, non-consulting services, and consulting services for Parts I.B and III.A of the Project	54,210,000	100%
(2) Goods, non-consulting services, consulting services, Training and Operating Costs for Part IV.B of the Project	1,069,000	100%
(3) Goods, non-consulting services, consulting services Training and Operating Costs for Part IV.C of the Project	3,221,000	100%
TOTAL AMOUNT	58,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is June 30, 2027.

Section IV. Other Undertakings

- A. No later than sixty (60) days from the Effective Date, the Recipient will prepare and adopt the ROM, in form and substance satisfactory to the Association.
- B. No later than sixty (60) days from the Effective Date, the Recipient will update and adopt the EDSA Project Implementation Manual ("EDSA PIM"), in form and substance satisfactory to the Association.

- C. No later than thirty (30) days from the Effective Date, the Recipient will submit the Project Procurement Strategy for Development ("PPSD") for Sierra Leone to the Association for its review and approval.
- D. No later than thirty (30) days from the Effective Date, the Recipient, through EDSA PIU, will hire a procurement specialist, with qualifications, experience and terms of reference satisfactory to the Association.
- E. No later than six (6) months from the Effective Date, the Recipient, through EDSA PIU, will recruit external auditors for Parts I.B, III.A and IV.C of the Project, with qualifications and terms of reference satisfactory to the Association.
- F. No later than six (6) months from the Effective Date, the Recipient, through EDSA PIU, will recruit a consulting firm with qualifications and experience and under terms of reference satisfactory to the Association, in order to perform the functions of the supervision engineer (the "Sierra Leone Supervision Engineers") and assist the Recipient and EDSA PIU with the implementation of Parts I.B and III.A of the Project, including: (i) providing guidance and recommendations on technical and policy matters in relation to the Project Implementation Entity's Respective Activities; (ii) preparing bidding documents and subsequent changes/variations thereof; (iii) supporting in evaluating technical and financial proposals; (iv) support in supervising and certifying contractors' performance/delivery of contract obligations, including carrying out site and documentary inspections, and performing quality controls tests; (v) handling contractual matters and procurement disputes; (vi) certifying payment appropriation for invoices from service providers and/or Project contractors; (vii) providing training, guidance and recommendations to the Recipient, the EDSA PIU, and instructions to contractors, to ensure the Project's compliance with the ESSs, the ESCP, and any safeguard documents prepared thereunder; and (viii) preparing the Project Reports.
- G. The Recipient shall ensure that Parts I.B, III.A and IV.C of the Project are implemented in full compliance with all applicable laws and regulations, in particular pertaining to the power sector and renewable energies. In particular, the Recipient will ensure that EWRC is duly consulted as required, and that any authorizations, license, permits, or concessions that may be required as a result, or for the purpose of implementing Part I.B, III.A and IV.C of the Project are issued in due time. The Recipient shall ensure that all such legal and regulatory requirements are complied with at all times.
- H. The Recipient, through EDSA PIU, will recruit a firm with qualifications and experience and under terms of reference satisfactory to the Association, in order to carry out O&M over equipment supplied under Parts I.B and III.A of the Project.
- I. No later than twelve (12) months prior to the expiration of the O&M contract mentioned in paragraph H above, the Recipient will launch consultations to define

the modalities of the operation and maintenance of the assets financed under Parts I.B and III.A of the Project, upon termination of the O&M contract mentioned above, so as to ensure the proper and continued provision of electricity.

APPENDIX

Definitions

1. "Annual Work Plans & Budgets" means the annual work plans and budgets referred to in Section I.C of Schedule 2; "Annual Work Plan & Budget" means the singular thereof.
2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. "AT2ER" means *Agence Togolaise de l'Electrification Rurale et des Energies Renouvelables*, a governmental agency established and operating under the laws of the Togolese Republic.
4. "AT2ER PIU" means the project implementation unit to be established within AT2ER, in a manner satisfactory to the Association.
5. "BESS" means Battery Energy Storage System an electrochemical device that charges (or collects energy) from the grid or a power plant and then discharges that energy at a later time to provide electricity or other grid services when needed.
6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. "CLSG Interconnection" means the 1,303 km 225 kV double circuit (single circuit installed) overhead transmission line and associated substations connecting the electricity grids of Côte d'Ivoire, Liberia, Sierra Leone, and Guinea.
8. "DSI" means design, supply and install.
9. "ECOWAS" means the Economic Community of West African States, whose member states are Benin, Burkina Faso, Cape Verde, Côte d'Ivoire, The Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, and Togo.
10. "EDSA" means the Electricity Distribution and Supply Authority, a company established and operating under the laws of the Republic of Sierra Leone.
11. "EDSA PIM" means the manual setting forth arrangements and procedure for project implementation within EDSA, as the same may be amended for the purpose of the Project, in a manner satisfactory to the Association.
12. "EDSA PIU" means the project implementation unit established within EDSA.

13. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated November 21, 2022, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
14. "Environmental and Social Standards" or "ESSs" means, collectively:
 - (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts";
 - (ii) "Environmental and Social Standard 2: Labor and Working Conditions";
 - (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management";
 - (iv) "Environmental and Social Standard 4: Community Health and Safety";
 - (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement";
 - (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources";
 - (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities";
 - (viii) "Environmental and Social Standard 8: Cultural Heritage";
 - (ix) "Environmental and Social Standard 9: Financial Intermediaries";
 - (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure";effective on October 1, 2018, as published by the Association.
15. "EWRC" means the Recipient's electricity and water regulatory commission.
16. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
17. "HEIS" means Hands-on Extended Implementation Support, an implementation support to be funded and extended by the Association to RCU and the PIUs.
18. "LEC" means Liberia Electricity Corporation, a company established and operating under the laws of the Recipient.
19. "LEC PIU" means the project implementation unit established within LEC.
20. "MoE" means the Recipient's Ministry of Energy.
21. "MoU" means the Memorandum of Understanding entered into on November 18, 2022, among the Recipient, the Republic of Chad, the Republic of Liberia and the

Republic of Togo, setting forth a series of institutional and implementation arrangements for the Project.

22. "MWh" means megawatt hour.
23. "MWp" means megawatt peak.
24. "MW" means megawatt.
25. "North Core interconnection" means the 875 km of 330 kV overhead lines and associated sub-stations connecting the electricity grids of Nigeria, Niger, Burkina Faso, and Benin.
26. "O&M" means operation and maintenance.
27. "Operating Costs" means recurrent costs of the Project, based on Annual Work Plans and Budgets approved by the Association, such term including: (i) operation and maintenance of vehicles, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software, printers and photocopiers; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges; (viii) travel, accommodation and per diem costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (ix) salaries of contractual and temporary full time Project staff, but excluding salaries of the Recipient's civil servants.
28. "Parties" means signatories to MoU, including the Recipient, the Republic of Chad, the Republic of Liberia and the Republic of Togo (each a "Party", and collectively, the "Parties").
29. "PIUs" means Project Implementation Unit, and designates each of the AT2ER PIU, EDSA PIU, LEC PIU and SNE PIU.
30. "PoE" means Panel of Experts, the panel to be recruited by the RCU to assist with procurement activities, as set forth in Section I.A.5 of Schedule 1 of this Agreement.
31. "PPSD" means the Project Procurement Strategy for Development, the strategy to be prepared by the Recipient, as set forth in Section IV.C of Schedule 2 to this Agreement.
32. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.

33. "Project Implementing Entity" and "PIE" mean EDSA.
34. "PV" means photovoltaic.
35. "RCU" means the Respite Coordination Unit, the entity to be established as per the MoU, responsible for implementing Part IV.B of the Project, as set forth in Section I.A.3 of Schedule 2 to this Agreement.
36. "Respective Activities" means activities under Parts I.B, III.A, IV.B and IV.C of the Project.
37. "Respite" means the Regional Emergency Solar Power Intervention Project.
38. "ROM" means the Respite Operation Manual, the implementation manual for the Project to be prepared and adopted by the Recipient, as set forth in Section I.A.7 of Schedule 2 to this Agreement.
39. "RTC" means the Respite Technical Committee Unit, the entity to be established as per the MoU, as set forth in Section I.A.2 of Schedule 2 to this Agreement.
40. "Service Agreement" means the agreement, satisfactory to the Association, to be entered between the Recipient, through EDSA PIU, and RCU, as set forth in Section IA.4 of Schedule 2 of this Agreement.
41. "Sierra Leone Supervision Engineers" means the firm with qualification and experience satisfactory to the Association to be recruited for the purpose of Parts I.B and III.A of the Project.
42. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
43. "SNE" means Société Nationale d'Electricité, a company established and operating under the laws of the Republic of Chad.
44. "SNE PIU" means the project implementation unit established within SNE.
45. "Training" means the reasonable costs of training, workshops and conferences conducted in the territory of the Recipient, or, subject to prior approval by the Association, attended abroad by the Recipient's officials and staff in connection with the Project, including the purchase and publication of materials, rental of facilities, course fees and travel and subsistence of trainees.
46. "WAPP" means the international organization that associates all public and private power entities in the ECOWAS member states established by the Authority of Heads of State and Government of the ECOWAS pursuant to the Decision

A/Dec.5/12/99 dated December 10, 1999, relating to the "Establishment of the WAPP", the Decision A/Dec.18/01/06 dated January 12, 2006 adopting the "Articles of Agreement Relating to the Establishment and Functioning of the WAPP", and granted the character of a specialized institution by the Decision A/Dec.20/01/06 dated January 12, 2006, and whose mission is: (i) the full and effective implementation of the WAPP priority projects; (ii) the development and approval of clear, measurable standards to harmonize electricity planning and operation of pooled electric systems in ECOWAS member states; (iii) the effective programming for enforcing compliance with mandatory standards; (iv) the improvement in cross-border and reliable flows of electricity in ECOWAS member states among electric system operating organizations; and (v) the effective communication and information sharing.

47. "WAPP Project Implementation Manual" means the set of guidelines and procedures to be adopted by the Recipient, for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, financial management (including financial, administrative and accounting procedures, procurement, internal controls and audits), environment and social safeguards, and other provisions related to the institutional organization of the Project, as such guidelines and procedures may be amended from time to time with the prior written agreement of the Association.